



THE LITTLE SUGAR ROSE *wedding cakes*

TERMS & CONDITIONS

All sales made by The Little Sugar Rose are subject to the following terms and conditions. Nothing contained herein affects your statutory rights as a consumer. Please contact us if there is anything you do not understand.

Definitions

The "Seller", "We", "Us", "Our" means The Little Sugar Rose.

The "Buyer", "You" means the person or persons who purchase the Cake.

The Seller and the Buyer are collectively referred to as the "Parties".

The "Cake" means the cake or cakes to be supplied by the Seller to the Buyer as described in the invoice and any accompanying documents.

The "Event" means the wedding or celebration that the Cake is required for.

The "Event Date" means the date of the Event.

Entire Agreement

This Agreement forms the entire Agreement between the Parties.

1. Consultations

1.1 Wedding cake consultations are by appointment only. Appointments for consultations can be requested by email, telephone or by completing the contact form on our website and will be confirmed by us via email. We do not offer consultations for celebration cakes.

1.2 Please advise us of any allergies or specific dietary requirements when booking your consultation.

1.3 There is a design and consultation fee of £60 for in-person consultations unless you have already booked your date with us, in which case this cost is included within the booking fee. The design and consultation fee is payable in advance. If you subsequently book us to make your wedding cake, this fee will be credited towards the final cost of your Cake.

1.4 Consultations are for two people unless otherwise agreed with us in advance. Additional guests are charged at £10 each payable in advance. This fee will not be deducted from the cost of your Cake. We can accommodate a maximum of four people at a consultation.

1.5 If you cancel your consultation with less than 48 hours' notice, the design and consultation fee will be forfeited to cover our work involved in preparing for your appointment. If you subsequently wish to reschedule your appointment, an additional fee of £20 will be payable and the same cancellation terms will apply. This additional fee will not be deducted from the cost of your Cake.

1.6 Consultations for bespoke wedding cakes include a cake tasting experience where we will provide 6 flavours of your choice. Additional flavours may be requested at a cost of £10 per flavour. The fee for additional flavours is payable in advance and will not be deducted from the cost of your Cake.

1.8 Following your consultation we will prepare an initial sketch of your design. The sketch will remain our property until the booking fee has been paid, after which we will provide a copy of the finalised design to you.

1.9 Following your consultation we will provide you with a written quotation. By accepting the quotation, you agree to the design and flavour choices referred to therein unless you advise us of any alterations required.

2. Booking Fee

2.1 A non-refundable booking fee in the amount of £150 is required for wedding cake orders, and a non-refundable booking fee of £50 for celebration cake orders. For bookings with less than 6 weeks' notice, the total cost of the Cake must be made at the time of booking.

2.2 The booking fee is required to be paid within 7 days of the booking form being sent in order to reserve your Event Date. After 7 days, if the booking fee has not been received by us, we will release the Event Date without notice to you and we may then accept another booking making us unavailable for your Event.

2.3 Upon receipt of the booking fee we will reserve your Event Date and confirm this to you in writing.

2.4 The booking fee is non-refundable and will be credited towards the cost of your Cake.

2.5 The booking fee is non-transferable except in limited circumstances (see clause 7.2).

3. Final Payment

3.1 The remaining wedding cake balance will be payable 6 weeks before the Event Date.

3.2 Late payment will incur a £25 charge.

3.3 Late payment may result in the Buyer's order being cancelled.

3.4 The Seller accepts payment by bank transfer per the payment details provided on the invoice.

4. Cake Design

4.1 The Seller will use its best endeavours to produce a cake which matches the design agreed with the Buyer.

4.2 The Parties agree that the Seller has the right to use artistic licence to alter the design of the Cake where needed when decorating the Cake. Where a colour fabric swatch has been provided to the Seller by the Buyer for colour matching purposes, the Seller will do its utmost to match the colour as best as possible, but accepts no liability if it is not an exact match.

5. Alterations

5.1 We will be happy to accommodate requests for alterations to your design up to 8 weeks prior to your Event Date. For alterations requested within 8 weeks of the Event Date, whilst we will make every effort to accommodate such requests, accepting the request will be at our discretion and cannot be guaranteed.

5.2 Changes to the design may be subject to additional cost which will be discussed with you prior to any changes being finalised.

6. Cancellations

6.1 The booking fee is non-refundable in the event of cancellation of the booking by the Buyer. The Seller offers a bespoke service and is limited to how many Cake orders it accepts. In the event that the Buyer cancels its booking with the Seller it is unlikely that the Event Date will be filled and the following cancellation charges will apply:

- Within 6 weeks of the Event Date: 100% of the invoice cost will be payable
- Between 6 weeks and 90 days of the Event Date: the booking fee plus 50% of the invoice cost will be payable
- More than 90 days prior to the Event Date: the booking fee will be forfeited

6.2 In the unlikely event that the Seller has to cancel the Buyer's order due to exceptional circumstances beyond its control, the Seller will provide as much notice as possible to the Buyer and will refund all monies paid. This does not include a Force Majeure event (see Section 18).

7. Change of Wedding Date

7.1 If you need to change your wedding date you should notify us as soon as possible. Any changes are subject to our availability and are not guaranteed. We advise requesting more than one alternative date option from your venue and checking our availability before committing to the revised date.

7.2 If we are able to accommodate the revised date, and provided it is within 12 months from the date you request the change, your booking fee will be transferred to the new date.

7.3 If the revised date is beyond 12 months from the date you request the change, a new non-refundable booking fee of £150 will be payable. The original booking fee will not be refundable or transferable and the original booking will be classed as a cancellation as it is highly likely that we will have turned down other bookings for the original Event Date. If we are subsequently able to fill the original Event Date with a new booking, we will deduct the original booking fee from the final balance of your Cake.

7.4 If we are unavailable for your revised date, the booking fee will be non-refundable as it will cover work already completed including, but not limited to, time spent on telephone calls, reviewing and composing emails, research, completing, sending and processing forms, holding consultations, preparing sketches, providing cake tasters, and it is highly likely we will have turned down other bookings for your original Event Date.

7.5 Date changes to different years will be subject to additional charges in line with our yearly cost increases.

7.6 Date changes from off-peak days/months to peak days/months may be subject to an additional charge.

7.7 We strongly advise that you take out wedding insurance to cover you in the event of a cancellation or change of wedding date that is out of your control.

8. COVID-19 Restrictions

8.1 If the Event Date has to be revised due to COVID-19 restrictions, we will use our best endeavours to be flexible and accommodating.

8.2 If you need to postpone your booking because the Event Date falls under a period of Government restrictions including a national lockdown or Tier 3 or Tier 4 restrictions, then provided we are available for your revised date, we will move the booking fee to the revised date subject to the conditions below:

8.2.1 If the revised date is within 12 months from the date you request the change and we are available for the new date, the booking fee will be transferred to the revised date.

8.2.2 If the revised date is within 12 months from the date you request the change and we are unavailable for the new date, the original booking fee will be refunded less an amount to cover work already completed including, but not limited to, time spent on telephone calls, reviewing and composing emails, research, completing, sending and processing forms, holding consultations, preparing sketches and providing cake tasters. In the event of significant work having been undertaken, the booking fee will be forfeited in its entirety.

8.2.3 If the revised date is beyond 12 months from the date you request the change and we are available for the new date, a new booking fee of £150 will be payable on top of the original booking fee. In circumstances where multiple booking fees have been paid, the total of these amounts will be deducted from the final cost of your Cake. If you subsequently voluntarily cancel the booking, all booking fees will be forfeited.

8.3 If you decide to postpone the Event Date as you are concerned about future COVID-19 restrictions but restrictions are not yet in force for the Event Date, the change of date will be treated as Section 7 above.

8.7 Date changes to future years or from off-peak days/months to peak days/months may be subject to additional charges.

9. Cake Collection

9.1 Due to the fragile nature of stackable wedding cakes and sugar flower decorations, we deliver all stackable wedding cakes. Single tier wedding cakes and celebration cakes may be collected from us at a pre-arranged time.

9.2 Cakes that are to be collected by the Buyer will be boxed for transportation. We advise cakes be transported on a level surface and that suitable protection is provided by the Buyer to ensure the cake box does not slide during transportation. The cake should be stored at room temperature and out of direct sunlight until taken to the venue. Damp conditions will cause sugar flowers to wilt.

9.3 The Seller will take photographs of the Cake from all angles before the Cake leaves the Seller's premises. A signature will be required upon collection confirming the Buyer or nominated person has received the Cake in perfect condition. The Seller does not accept any responsibility for any damage that may occur to the Cake once it has left our premises.

10. Delivery and Set Up

10.1 We deliver and set up all stacked wedding cakes to ensure they are transported safely and set up in perfect condition. We will deliver the Cake to your wedding venue at a pre-arranged time. This will be discussed with you during your consultation and we will liaise with the venue in advance to agree the time of delivery.

10.2 Local delivery is charged at £25 within 10 miles of IP14 4JB. Journeys in excess of 10 miles are charged as a return trip at 75p per mile with a standard £15 set up fee to cover the time spent at the venue. If setting up the Cake will be particularly time intensive due to the number of tiers or the intricate nature of decorations to be attached at the venue, additional set up fees will apply which will be discussed with you at your consultation.

10.3 If fresh flowers are to be added to the Cake at the venue, an additional charge will apply to cover the extra time involved. This cost will be discussed with you at your consultation and will depend on the quantity of flowers to be added but a minimum charge of £25 will apply. We prefer to add any fresh flowers to the Cake to ensure they are attached in the correct food safe manner and that the placement of them reflects the agreed design.

10.4 The Seller will take photographs of the Cake from all angles upon set up at the venue as proof that it has been delivered and set up in perfect condition. The Seller is not liable for any loss or damage to the Cake once it

has been delivered to the venue and set up by the Seller. For the avoidance of doubt, consumption of the Cake is evidence that the Cake is fit for the purpose supplied.

10.5 It is your responsibility to ensure you have provided us with the correct delivery address.

10.6 It would be very rare, but it is possible that on the Event Date we may be faced with a force majeure event (see Section 18), for example severe weather conditions, public unrest, or other unexpected events that may make delivery to your venue impossible. We will always do our best to deliver as arranged but some circumstances may be out of our reasonable control. We advise you have adequate wedding insurance in place to cover such eventuality.

10.7 It is your responsibility to ensure you have provided us with the set up details and location of the Cake at the venue. We cannot be held responsible for the location of the Cake at the venue. Please ensure the display location is level, stable and strong enough to withstand the weight of the Cake. We strongly advise that the Cake is not placed in front of a heat source, in a sunny window/conservatory or in a location where it could be easily knocked by passing guests.

10.8 We reserve the right to change the location of the Cake at the venue if we consider it to be unsuitable and may cause damage to the Cake, for example the cake table is in front of a large glass window and it is an extremely hot day.

11. Non-Edible Elements

11.1 Stacked cakes will contain non-edible elements such as food-safe plastic dowels, flower picks, wired flowers or cake toppers. We will provide the venue with details of any non-edible elements that need to be removed prior to serving your Cake. We cannot accept responsibility if any non-edible elements are not removed prior to serving.

12. Shelf Life

12.1 We recommend your Cake is eaten within 3 days of the Event.

12.2 Cupcakes should be eaten on the day of delivery.

12.3 Left over cake, excluding sugar flower decorations, may be frozen.

13. Allergens and Special Dietary Requirements

13.1 It is your responsibility to make us aware of any allergy and special dietary requirements that need to be accommodated in the making of your Cake.

13.2 The Cake will be made in premises where nuts, gluten, dairy and eggs are used and therefore traces of these may be present in the Cake. It is the responsibility of the Buyer to inform its guests that these allergens may be present.

13.3 Unless otherwise stated on the cake information sheet provided to the venue, all cakes will contain gluten, dairy and eggs and will be made in an environment that handles nuts, soya and alcohol. Gluten-free cakes can be made on request, however we cannot guarantee that these cakes will not contain traces of gluten due to the environment in which they will be made.

13.4 We strongly advise that anyone with a severe nut, dairy or gluten intolerance does not eat our cakes.

13.5 We will provide allergen information to the venue upon delivery of the Cake.

14. Cake stand hire

14.1 If you wish to hire one of our cake stands, a rental fee and security deposit will be required. This will be discussed with you at your consultation.

14.2 The Buyer accepts responsibility for the cake stand whilst it is at the venue or in their possession. The cake stand must be returned to the Seller within 7 days of the Event. At peak times, an earlier return date may be stipulated.

14.3 In the event of non-return, late return, or damage to the cake stand, the security deposit will be forfeited.

15. Publication and Promotional Rights

15.1 The Seller is the designer and owner of the final cake design. All rights in any original designs created and designed by the Seller shall remain the exclusive property of the Seller.

15.2 From time to time our designs are published in the media, for example wedding magazines, websites, blogs. We reserve the right to use any image of the Cake in our promotional material or for publication after the Event Date unless previously agreed in writing between the Buyer and the Seller. The Seller may also use images of the Cake taken by the Buyer's photographer in circumstances where the Buyer has provided the photographer's details to the Seller.

16. Commissioning a Cake Similar to Another Design

16.1 If you request us to recreate someone else's design, we would prefer not to directly copy it, but instead use it as a basis for creating a design that is unique and personal to you. This can be discussed at your consultation.

17. Reviews

17.1 The Buyer acknowledges that any review, feedback or rating which the Buyer provides may be published by the Seller on its website or social media pages and the Buyer agrees that it may be displayed for as long as the Seller considers appropriate and that the content may be included in publications or marketing materials.

17.2 The Buyer undertakes that any review, feedback or rating that the Buyer writes shall:

- Comply with applicable law in the UK and the law in any country in which it is posted;
- Be factually accurate;
- Contain genuinely held opinions;
- Not contain any material which is either defamatory, threatening, obscene, abusive, offensive, hateful, inflammatory or is likely to harass, upset, annoy, alarm, embarrass or invade the privacy of, any person or be deceptive;
- Not promote or advocate an unlawful act or activity, discrimination, sexually explicit material or violence;
- Not infringe any trademark, copyright (including design rights), database rights, or other intellectual property rights of any other person or breach any legal duty the Buyer owes to a third party; and
- Not be used to impersonate any person, or to misrepresent the Buyer's identity.

17.3 The Buyer agrees to indemnify and hold the Seller harmless against any claim or action brought by third parties arising out of or in connection with any review, feedback or rating posted by the Buyer on a website or social media platform including, without limitation, the violation of the Seller's privacy, defamatory statements or infringement of intellectual property rights.

17.4 The Buyer grants the Seller and its affiliate companies a non-exclusive, royalty-free worldwide license to use or edit any reviews posted by the Buyer.

17.5 The Seller reserves the right to publish or remove any reviews.

18. Complaints

18.1 If the Buyer wishes to make a complaint to the Seller or let the Seller know of any concerns the Buyer has after receiving the Cake, the Buyer should do so by sending an email to: info@thelittlesugarrose.com providing photographic evidence of any fault, damage or discrepancy. If the complaint relates to the quality of the Cake then the Cake, or remainder of it, must be returned to the Seller as soon as possible after cutting and within 48 hours of delivery or collection to ensure that the Seller is able to fairly assess the nature of the complaint. Any refunds will be entirely at the Seller's discretion.

19. Force Majeure

19.1 The Seller shall not be held liable for delays or failures in delivery or performance of its obligations to the Buyer resulting from any acts, events, omissions, failures or accidents that are outside of the Seller's control ("Force Majeure"), which, without limitation, include:

- Strikes, lock-outs or other industrial action;
- Shortages of labour, fuel, power, raw material;
- Late, defective performance or non-performance by suppliers;
- Private or public telecommunication, computer network failures or breakdown of equipment;
- Civil commotion, riot, invasion, terrorist attack or threat of terrorist attack, war (whether declared or not) or threat or preparation for war;
- Fire, explosion, storm, flood, earthquake, subsidence, epidemic or other natural disaster or extreme weather conditions;
- Impossibility of the use of railways, shipping, aircraft, motor transport or other means of public or private transport;
- Acts, decrees, legislation, regulations or restrictions of any government; and
- Other causes, beyond the Seller's reasonable control.

19.2 The Seller's performance will be deemed to be suspended for the period that the event or Force Majeure continues, and the Seller will have an extension of time for performance for the duration of that period. The Seller will use its reasonable endeavours to minimise any delay caused by Force Majeure or to find a solution by which its obligations may be performed despite the Force Majeure event. The Seller shall promptly notify the Buyer of any Force Majeure event giving details of it and (where possible) the extent and likely duration of any delay.

19.3 Where the period of non-performance or delay in relation to any event of Force Majeure exceeds 30 days from the date of notice to the Buyer of the Force Majeure event, either the Buyer or the Seller may, by written notice to the other, terminate the Contract with immediate effect.

We reserve the right to revise and amend these Terms and Conditions. However, you will only be subject to the Terms and Conditions in force at the time of your booking. If you change your Event Date for any reason, you will be sent the most up-to-date Terms and Conditions with confirmation of your revised booking and such Terms and Conditions will supersede any previously provided to you.

By paying your booking fee you are agreeing to these Terms and Conditions.

The Little Sugar Rose
Terms & Conditions, 4 January 2026